

**STATE OF NORTH DAKOTA**  
**NORTH DAKOTA VETERANS HOME**  
**1400 ROSE STREET**  
**P.O. BOX 673**  
**LISBON, ND 58054**

Request for Proposal (RFP)

RFP Title: Medical Director

RFP Number: 313-06-02

Date of Issue: May 23, 2006

Offerors are not required to return this form.

**Procurement Officer: Kristin Lunneborg, Accounting Manager**  
**(701) 683-6503**  
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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

The ND Veterans Home, Lisbon, ND has a need for a Medical Director who will perform the following functions and be accountable for the following requirements:

- The facility shall have a licensed physician who serves as the medical director to coordinate medical care in the facility and provide clinical guidance and oversight regarding the implementation of resident care policies.
- The medical director helps the facility identify, evaluate, and address/resolve medical and clinical concerns and issues that:
  - Affect resident care, medical care or quality of life; or
  - Are related to the provision of services by physicians and other health care practitioners.

While many medical directors also serve as attending physicians, the role and functions of a medical director are separate from those of an attending physician. The medical director's role involves the coordination of facility-wide medical care while the attending physician's role involves primary responsibility for the medical care of an individual resident.

The medical director's roles and functions require the physician serving in that capacity to be knowledgeable about current standards of practice in caring for long term care residents, and about how to coordinate and oversee related practitioners. As a clinician the medical director will play a pivotal role in providing clinical leadership regarding applications of current standards of practice for resident care and new or proposed treatments, practices, and approaches to care. The medical director's input promotes the attainment of optimal resident outcomes which may be influenced by many other factors, such as resident characteristics and preferences, individual attending physician actions, and facility support.

We are anticipating that no less than 6 and no more than 9 hours per quarter will be required to fulfill the functions and accountabilities of a medical director. Should more hours be required during a given quarter, we are asking that you include the required hourly compensation amount in your proposal.

### **1.02**

#### **Contact Person, Telephone, Fax, E-mail**

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

**Procurement Officer: Kristin Lunneborg, Accounting Manager**

**Telephone (701) 683-6503**

**Fax (701) 683-6550**

**Email: [klunneborg@state.nd.us](mailto:klunneborg@state.nd.us)**

### **1.03 RFP Schedule**

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: May 23, 2006
- Deadline for receipt of questions and objections related to the RFP: May 31, 2006
- Responses to questions / RFP amendments (if required): June 5, 2006
- Proposals due by: June 9, 2006
- Proposal Evaluation Committee evaluation completed by approximately : June 16, 2006
- State issues Notice of Intent to Award a Contract approximately: June 19, 2006
- State issues contract approximately: June 28, 2006
- Contract start: July 1, 2006

### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit six copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

North Dakota Veterans Home  
Request for Proposal (RFP): Medical Director  
RFP Number: 313-06-02  
P.O. Box 673  
Lisbon, ND 58054-0673

Proposals must be received by the purchasing agency at the location specified no later than 4:00 p.m. Central Time on June 9, 2006. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

## **1.05**

### **Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

## **1.06**

### **Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

## **1.07**

### **Vendors Must Be Approved Before Contract Award**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 948-74.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-registry/bidders-list.htm>. Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

The successful offeror must register and become approved within 60 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

## **1.08**

### **Pre-proposal Conference**

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

A site inspection of the North Dakota Veterans Home, 1400 Rose Street, Lisbon, ND 58504, will be conducted on June 6, 2006 at 10:00 a.m. Attendance at this pre-proposal conference is not mandatory.

Offerors with a disability needing accommodation should contact the procurement officer.

## **1.09**

### **Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

## **1.10**

### **Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website:

[www.nd.gov/ndvh/employment/rfp.html](http://www.nd.gov/ndvh/employment/rfp.html).

## **1.11**

### **Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

## **SECTION TWO SCOPE OF WORK**

## **2.01**

### **Scope of Work**

The medical director is responsible to coordinate medical care in the facility and provide clinical guidance and oversight regarding the implementation of resident care policies. The medical director collaborates with the facility leadership, staff and other practitioners and consultants to help develop, implement and evaluate resident care policies and procedures that reflect current standards of practice. The medical director also helps identify, evaluate and address/resolve medical and clinical concerns and issues that affect resident care, medical care or quality of life or are related to the provision of services by attending physicians and other licensed health care practitioners.

#### Definitions

“Attending physician” refers to the physician who has primary responsibility for the medical care of a resident.

“Current standards of practice” refers to approaches to care, procedures, techniques, treatments, etc., that are based on research and/or expert consensus and that are contained in current manuals, textbooks or publications, or that are accepted, adopted or promulgated by recognized professional organizations or national accrediting bodies.

“Medical care” refers to the practice of medicine as consistent with State laws and regulations.

“Medical Director” refers to a physician who oversees the medical care and other designated care and services in a health care organization or facility.

“Resident care policies and procedures” – Resident care policies are the facility’s overall goals, directives, and governing Statements that direct the delivery of care and services to residents. Resident care procedures describe the processes by which the facility provides care to residents that are consistent with current standards of practice and facility policies.

## Roles and Responsibilities

### Medical Director Leadership

- Help the facility ensure that residents have appropriate physician coverage and ensure the provision of physician and health care practitioner services; and
- Help the facility develop a process for reviewing physician and health care practitioner credentials;
- Provide specific guidance for attending physicians performance expectations;
- Help the facility ensure that a system is in place for monitoring the performance of health care practitioners; and
- Facilitate feedback to attending physicians and other health care practitioners on performance and practices.

### Resident Care – Clinical Leadership

- Participate in administrative decision-making and the development of policies and procedures related to resident care;
- Help develop, approve, and implement specific clinical practices for the facility to incorporate into its care-related policies and procedures, including areas required by laws and regulations;
- Develop procedures and guidance for facility staff regarding contacting practitioners, including information gathering and presentation, change in condition assessment, and when to contact the medical director;
- Review, consider and/or act upon consultant recommendations, as appropriate, that affect the facility's resident care policies and procedures or the care of an individual resident;
- Review, respond to and participate in federal, state, local and other external surveys and inspections; and
- Help review policies and procedures regarding the adequate protection of residents' rights, advance care planning, and other ethical issues.

### Quality of care

- Help the facility establish systems and methods for reviewing the quality and appropriateness of clinical care and other health-related services and provide appropriate feedback; and
- Participate in the facility's quality improvement process;
- Advise on infection control issues and approve specific infection control policies to be incorporated into facility policies and procedures;
- Help the facility provide a safe and caring environment;
- Help promote employee health and safety; and
- Assist in the review and development of employee health policies and programs and advise staff on communicable disease management.

### Education, Information, and Communication

- Promote a learning culture within the facility by educating, informing and communicating;
- Promote information to help the facility provide care consistent with current standards of practice;
- Help the facility develop medical information and communication systems with staff, residents and families and others;
- Represent the facility to the professional and lay community on medical and resident care issues;
- Maintain knowledge of the changing social, regulatory, political, and economic factors that affect medical and health services of long term care residents; and
- Help establish appropriate relationships with other health care organizations.

## **2.02**

### **Location of Work**

Work is to be performed at the North Dakota Veteran's Home for certain tasks such as quality meetings, survey exits, education, etc. Portions of the work may be accomplished via telephone or other

communication method.

### **2.03**

#### **Prior Experience**

Minimum of four years of medical practice experience. Experience in Administrative medicine is preferred. Higher consideration will be given to individuals who have experience and special knowledge in mental health and addiction or geriatrics.

### **2.04**

#### **Required Licenses**

- Current licensure as a physician in North Dakota
- Active membership in the American Medical Directors' Association (to be paid for by the STATE)

### **2.05**

#### **Deliverables**

The medical director will be required to provide the following deliverables;

- Be available by phone for emergency facility issues
- Attend monthly quality meetings
- Advise on current standards of practice
- Attend state survey exits
- Attend VA survey exits
- Chart audits as needed for care related concerns
- Be available to nursing staff regarding resident care issues
- Be available to management staff regarding management of staff health issues that could affect resident care or safety
- Perform on-site education for staff on medical or mental health issues.

Compliance with all areas of the contract services as outlined in Attachment A – Contract for Medical Director.

## **SECTION THREE GENERAL CONTRACT INFORMATION**

### **3.01**

#### **Contract Term, Extension and Renewal Options**

The term of this contract is for a period of twelve months, commencing on the 1st day of July, 2006, and terminating on the 30<sup>th</sup> day of June, 2007.

The medical director shall have a continuing obligation to comply with the following provisions after this Contract has ended: Liability; State Audits; Data Practices; Intellectual Property Rights; Publicity; and Jurisdiction and Venue.

#### **Extension Option**

The State reserves the right to extend the contract period for an additional period of time, not to exceed six months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

## **Renewal Option**

This contract shall remain in effect until June 30, 2007, at the discretion of the State the contract may be offered for renewal for one more year.

### **3.02**

#### **Contract Type**

This contract is a Firm Fixed Price contract.

### **3.03**

#### **Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **3.04**

#### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.05**

#### **Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.06**

#### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **3.07**

#### **Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is signed by both parties.

### **3.08**

#### **Indemnification and Insurance Requirements**

Offerors must review the attachment A – Medical Director Contract, Risk Management section for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the North Dakota Veterans Home by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the North Dakota Veterans Home in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the North Dakota Veterans Home with proof of coverage prior to contract approval. The coverage must be satisfactory to the North Dakota Veterans Home, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

### **3.09**

#### **Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at [www.nd.gov.tax](http://www.nd.gov.tax) for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

### **3.10**

#### **Contract Funding**

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

### **3.11**

#### **Payment Terms**

Payments will be made by the STATE within 30 days after the receipt of invoices for services performed. Invoices shall be submitted quarterly.

### **3.12**

#### **Termination for Default**

If the STATE determines that the contractor has refused to perform the work or has failed to perform the work with diligence, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

### **3.13**

#### **Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

### **3.14**

#### **Independent Entity**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

### **3.15**

#### **Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may subcontract with a Nurse Practitioner, a Physicians Assistant or a Clinical Nurse Specialist provided that the subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

### **3.16**

#### **Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

## **SECTION FOUR EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **4.01**

#### **Experience and Qualifications**

Thirty points of the total possible points will be assigned to this criterion.

Weight 30 percent.

Maximum Point Value for this section 100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the criteria set out below:

1. How many years has the offeror been in active medical practice?

Evaluator Comments: \_\_\_\_\_

2. What type of administrative medicine experience does the offeror demonstrate?

Evaluator Comments: \_\_\_\_\_

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3. Does the offeror demonstrate special knowledge in mental health, addiction, or geriatrics?

Evaluator Comments: \_\_\_\_\_

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4. Were the reference checks good?

Evaluator Comments: \_\_\_\_\_

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**Evaluator's Point Total for 4.01** \_\_\_\_\_

#### **4.02**

##### **Ability to Fulfill Contract Terms**

Forty points of the total possible points will be assigned to this criterion.

Weight 40 percent.

Maximum Point Value for this section 100 Points x 40 Percent = 40 Points

Proposals will be evaluated against the criteria set out below:

1. Has the offeror demonstrated an understanding of the deliverables the HOME expects them to provide?

Evaluator Comments: \_\_\_\_\_

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2. Is the proposal submitted responsive to all material requirements in the RFP?

Evaluator Comments: \_\_\_\_\_

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3. Does it appear that the offeror can meet the schedule (6-9 hours a quarter) set out in the RFP?

Evaluator Comments: \_\_\_\_\_

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4. Does the offeror demonstrate he/she is able to fulfill all contract terms?

Evaluator Comments: \_\_\_\_\_

---

**Evaluator's Point Total for 4.02** \_\_\_\_\_

#### **4.03**

##### **Cost**

Thirty points of the total possible points will be assigned to this criterion.

Weight 30 percent.

Maximum Point Value for this section 100 Points x 30 Percent = 30 Points

Cost is defined as the proposed fee for medical director services for 1 quarter. Estimated time of no less than 6 hours and no more than 9 hours per quarter.

##### **Applying Preference Laws**

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws

( N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

### **Converting Cost to Points**

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

#### Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

**Evaluator's Point Total for 4.03** \_\_\_\_\_

## **SECTION FIVE PROPOSAL FORMAT AND CONTENT**

### **5.01**

#### **Proposal Format and Content**

Proposals must include:

- A completed Cost Proposal – Attachment B
- The complete name and address of the physician/clinic along with the telephone number of the person to contact regarding the proposal.
- A disclosure of any instances where the firm or any individuals working on the contract has a possible conflict of interest
- Any pertinent issues or potential problems related to the provision of services
- The signature of a person empowered to bind the physician/clinic
- A resume with 3 references that gives a summary of the experience and credentials of the person(s) who will be assigned to provide the services described in the RFP
- A confirming statement that the physician/clinic accepts the terms of Attachment A and understands the provisions in the RFP.

## **SECTION SIX STANDARD PROPOSAL INFORMATION**

### **6.01**

#### **Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

## **6.02**

### **State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **6.03**

### **Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

## **6.04**

### **Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

## **6.05**

### **Offer Held firm**

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

## **6.06**

### **Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

## **6.07**

### **Alternate Proposals**

Offerors may submit more than one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be considered.

## **6.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

## **6.09 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

## **6.10 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award.

## **6.11 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The evaluation committee may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the evaluation committee may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The evaluation committee may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from

making an award if it determines it to be in its best interest.

## **6.12**

### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **6.13**

### **Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **6.14**

### **Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: [http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal\\_detail.shtml](http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml) or contact the North Dakota State Procurement Office at 701-328-2683.

## **6.15**

### **Contract Negotiation**

After final evaluation, the evaluation committee may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

North Dakota Veterans Home  
Administrative Offices, Room 115-A  
1400 Rose Street  
Lisbon, ND 58054

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem

expenses.

#### **6.16**

##### **Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

#### **6.17**

##### **Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## **ATTACHMENT A**

### **MEDICAL DIRECTOR SERVICES CONTRACT**

The parties to this contract are the State of North Dakota, acting through the Veteran's Home (HOME), and \_\_\_\_\_ (MEDICAL DIRECTOR).

#### **1. SCOPE OF SERVICE**

MEDICAL DIRECTOR, in exchange for the compensation paid by the HOME under this contract, agrees to provide the following services:

##### **(a) Administrative Duties**

- 1) Participate in appropriate planning of the Home's in-service education programs.
- 2) Understands the Federal Tag Numbers regarding federal regulations for resident care.
- 3) Participate as appropriate, in the Home's planning or review committees.
- 4) Assist administrative staff with the development and implementation of resident care policies.
- 5) Provide appropriate professional guidance and consultation directly to supervisory personnel responsible for facility functions relevant to the Medical Director.
- 6) Make on-site visits as necessary to meet the nursing staff to discuss administrative issues, specific care problems, and professional staff needs for education or consultants.
- 7) Offer solutions to resident care problems and identify areas where policy should be developed.
- 8) Participate, with the collaboration of the other health professionals and administration of the institution, in the development of formal resident care policies for the HOME.
- 9) Assist with the development and implementation of a quality assurance tool which will ensure that each resident's medical regimen is incorporated appropriately into each resident's care plan.
- 10) Attend meetings of the HOME's Ethics Committee, Utilization Review Committee, Quality Assurance Committee, Pharmacy and Therapeutics Committee and Infection Control Committee. In this capacity, the Medical Director should assist with review, revision and certification of existing policies, and review of any current or potential problems, or changes.
- 11) Assist with developing, with the cooperation of the facility's administration and the approval of the governing body, the institution's resident care rules, regulations and policies, which individual attending physicians are expected to observe in admitting and caring for their residents in the facility.
- 12) Monitor the activities of the medical staff with the ability and responsibility to intervene appropriately on behalf of residents or administration of the facility.
- 13) Assist the staff of the facility in arranging for medical emergencies and in developing procedures for utilizing the resources of acute hospitals of the community and its practicing doctors of medicine in such event.
- 14) Advise the Director of Nursing on communicable disease management issues.
- 15) Assist the administrator/director of nursing services in ensuring a safe sanitary environment for residents.
- 16) Assist management in its review and response to any official medical review by

various official surveys and inspections.

- 17) Act as a resource on resident care, new treatment modalities, and the pathophysiology of illness that the professional staff deals with on a daily basis.
- 18) Using the North Dakota Veterans Home credentialing process, assist with the credentialing of qualified individuals in specific areas of medical care to serve as consultants. For example, in the areas of dentistry, podiatry, dermatology, orthopedics, etc.

**(b) Licensure Obligations**

1. The Medical Director must fully meet those pertinent qualifications specified by governmental or professional agency regulations. The Medical Director designee shall hold a medical degree and have had at least four years experience relating to intermediate care or skilled nursing care facilities as consultant, advisory-committee member or admitting physician.
2. The Medical Director must at all times be qualified, professionally competent, duly licensed under the laws of North Dakota, and have a current narcotics number.
3. The Medical Director agrees that, in performing the services, he/she will be governed by the standards and criteria prescribed by the board of Directors of the North Dakota Veterans Home.
4. The Medical Director agrees to participate in the American Medical Director's Association (Membership dues will be paid by HOME).

**(c) The HOME agrees to the following duties and obligations:**

1. Assure adequate personnel support to implement appropriate proposals and recommendations of the Medical Director.
2. Coordinate and schedule interdepartmental or committee meetings or conferences and notify the Medical Director promptly of any anticipated need for their involvement.
3. Expect the Medical Director to exercise independent, professional judgment concerning the type and manner of medical services and the monitoring of attending physician performance.
4. Provide the Medical Director with a current copy of the Federal Tag Numbers regarding resident's care.

**2. TERM OF CONTRACT**

The term of this contract is for a period of twelve months, commencing on the 1<sup>st</sup> day of July, 2006, and terminating on the 30<sup>th</sup> day of June, 2007.

This contract shall remain in effect until June 30, 2007. At the discretion of the HOME, the contract may be offered for renewal for one more year.

### **3. COMPENSATION**

HOME will pay a quarterly fee of \$\_\_\_\_\_ for the services provided by the Medical Director. Medical Director will be paid within 30 days of receipt of the bill for services rendered. The contract requires not less than 6 hours or more than 9 hours per quarter to be provided by the Medical Director.

Dictation and transcription services will be provided by the HOME at the HOME's expense.

### **4. TERMINATION OF CONTRACT**

**a. Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

**b. Termination for lack of funding or authority.** The HOME may terminate this contract effective upon delivery of written notice to the Medical Director, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

**c. Termination for cause.** Either party by written notice of default to the other party may terminate the whole or any part of this contract:

- 1) If a party fails to provide services required by this contract or pay for such services within the time specified or any extension agreed to by the other party;  
or
- 2) If a party fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

### **5. RENEWAL**

This contract will not automatically renew.

### **6. MERGER AND MODIFICATION**

This contract constitutes the entire agreement between the parties. There are no

understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

**7. SEVERABILITY**

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

**8. ASSIGNMENT AND SUBCONTRACTS**

Contractor may not assign or otherwise transfer or delegate any right or duty without the HOME's express written consent.

**9. APPLICABLE LAW AND VENUE**

This contract is governed by and construed in accordance with the laws of the State of North Dakota, the North Dakota Department of Health, and the United States Department of Veterans Affairs. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

**10. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

Contractor shall promptly notify HOME of all potential claims which arise or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the HOME the opportunity to review and inspect the evidence, including the scene of an accident.

**11. INDEMNIFICATION**

The HOME and Contractor each agrees to assume its own liability for any claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

**12. INSURANCE**

**a. Required Coverage's.** Contractor shall secure and keep in force during the term of this contract, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Professional errors and omissions, including a three year "tail coverage endorsement" with minimum liability of \$1,000,000 per occurrence and in the aggregate.

**b. General Insurance Requirements.** The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than the "A-" rating must be approved by the HOME. The policies shall be in form and terms approved by the HOME.
- 3) The insurance required in this section, through a policy or endorsement, shall include:
  - a. a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the HOME;
  - b. a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned HOME representative;
  - c. the Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable;
  - d. failure to provide insurance as required in this agreement is a material breach of contract entitling the HOME to terminate this agreement immediately.

### **13. ATTORNEY FEES**

In the event a lawsuit is instituted by the HOME to obtain performance due of any kind under this contract, and the HOME is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the HOME's reasonable attorney fees and costs in connection with the lawsuit.

### **14. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

The HOME does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The HOME does not waive any right to a jury trial.

## **15. CONFIDENTIALITY**

MEDICAL DIRECTOR agrees not to use or disclose any information it receives from the HOME under this contract that the HOME has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the HOME. The HOME agrees not to disclose any information it receives from MEDICAL DIRECTOR that the MEDICAL DIRECTOR has previously identified as confidential and which is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of HOME and MEDICAL DIRECTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

The MEDICAL DIRECTOR agrees to the following HIPPA related obligations and responsibilities:

- a. To use or disclose Protected Health Information (PHI) on behalf of North Dakota Veterans Home Resident as allowed or required by the HIPAA Privacy Rule
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of North Dakota Veterans Home Residents as required by the HIPAA Security Rule.
- c. HIPAA Privacy Rule shall mean the Privacy Standards for the Protection of Protected Health Information at, 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- d. "Security Rule" shall mean the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

## **16. COMPLIANCE WITH PUBLIC RECORDS LAW**

MEDICAL DIRECTOR understands that, except for disclosures prohibited in Section 15, Confidentiality, the HOME must disclose to the public upon request any records it receives from MEDICAL DIRECTOR. MEDICAL DIRECTOR further understands that any records which are obtained or generated by the MEDICAL DIRECTOR under this contract, except for records that are confidential under Section 15, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. MEDICAL DIRECTOR agrees to contact the HOME immediately upon receiving a request for information under the open records law and to comply with the HOME's instructions on how to respond to the request.

## **17. INDEPENDENT ENTITY**

MEDICAL DIRECTOR is an independent entity under this contract and is not a HOME employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. MEDICAL DIRECTOR retains sole and absolute discretion in the manner and means of carrying out the MEDICAL DIRECTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

**18. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

MEDICAL DIRECTOR agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. MEDICAL DIRECTOR and its personnel providing services under this contract shall have and keep current at all times during the term of this contract all licenses and permits required by law.

**19. STATE AUDIT**

All records, regardless of physical form, and the accounting practices and procedures of MEDICAL DIRECTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. MEDICAL DIRECTOR will maintain all such records for at least three years following completion of this contract.

**20. TAXPAYER ID**

MEDICAL DIRECTOR'S federal employer ID number is \_\_\_\_\_.

**21. EFFECTIVENESS OF CONTRACT**

This contract is not effective until fully executed by both parties.

MEDICAL DIRECTOR

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF NORTH DAKOTA  
NORTH DAKOTA VETERANS HOME

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**  
**COST PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	
1	Cost per Quarter	Quarter	\$	
2	Cost per hour if beyond the 9 hours in a quarter	Hour	\$	
3	Other costs (Define any costs listed on this line)		\$	
			<b>Total</b>	\$